



personal injury proximately caused by any occurrences or incidents such as the ones listed herein, which such list is not exclusive. If no box is checked, renter’s insurance is not required.

In addition, we urge all Tenants, and in particular those residing in property located in a special flood hazard area such as coastal areas, areas near rivers, and areas prone to flooding, to obtain your own flood insurance. Renter’s insurance does not cover damage to your property due to flooding. Consequently, you are advised to contact the Federal Emergency Management Agency (FEMA) or visit the websites for FEMA’s National Flood Insurance Program or to contact the Virginia Department of Conservation and Recreation’s Flood Risk Information System to obtain information regarding whether the subject property is located within a special flood hazard area.

Additionally, you are *[check one]* ☐ required to purchase personal liability insurance ☒ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, is a breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

You acknowledge that no portion of the rent paid by you under this agreement will be specifically allocated for the purchase of the owner’s structural fire insurance, though the owner may use a portion of gross rental proceeds obtained from all rental units in the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.

If any damage insurance or any renter’s insurance premiums are to be paid to the landlord prior to the commencement of the tenancy, the total amount of all security deposits, insurance premiums for damage insurance, and insurance premiums for renter’s insurance shall not exceed the amount of two months’ periodic rent. The landlord, however, shall be permitted to add a monthly amount as additional rent to recover additional costs of any renter’s insurance coverage premiums.

**9. LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

**Payment for Rekeying, Repairs, Etc.** You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and “What If” Clauses

**10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

See Additional Special Provisions

See any additional special provisions.

**11. EARLY MOVE-OUT.** To the extent permitted by applicable law, you’ll be liable to us for a reletting charge of \$\_\_\_\_\_ (not to exceed 100% of the highest monthly rent during the lease term) if you:

- (1) fail to give written move-out notice as required in paragraph 45 (Move-Out Notice); or
- (2) move out without paying rent in full for the entire lease term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and, to the extent permitted by applicable law, does not release you from your obligations under this Lease Contract. See the next paragraph.

**Not a Release.** The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. By law, we are limited to the recovery of actual damages. These damages may be uncertain and difficult to ascertain—particularly those relating to additional paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees, which would not have been incurred but for your early move-out. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we’re not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants’ negligence or intentional acts: (1)

damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you’re liable. Delay in demanding sums you owe is not a waiver.

**13. PERSONAL PROPERTY LEFT IN YOUR APARTMENT.** For this purpose, “apartment” excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After Termination of Tenancy and Delivery of Possession.** We may consider any property left behind in your apartment as abandoned property. Except as provided by applicable law, we’re not liable for casualty loss, damage, or theft. We will give you 10 days’ written notice to your last known address, address correction requested, if we are going to dispose of the property in any way. If we have sold any abandoned property, we may apply the funds received to any amounts you may owe us, including reasonable costs incurred by us in selling or storing the abandoned property. Any remaining funds will be treated as a security deposit. All property in the apartment is presumed to be yours unless proven otherwise. This paragraph is not applicable if we have been granted a writ of possession for the apartment.

**Removal after Eviction.** To the extent permitted by applicable law, we may ask the sheriff to place all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) in the public way if you are judicially evicted (see definitions in paragraph 50 - Deposit Return, Surrender, and Abandonment). You will have 24 hours to remove your property from the public way or it will be disposed of by the landlord.

**Removal after Surrender or Abandonment.** To the extent permitted by applicable law, we may remove or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you surrender or abandon the apartment (see definitions in paragraph 50 - Deposit Return, Surrender, and Abandonment).

**Disposition or Sale.** Disposition or sale of your abandoned property, if any, must comply with Virginia Code Section 55.1-1254.

**14. FAILING TO PAY FIRST MONTH’S RENT.** If you don’t pay the first month’s rent when or before the Lease Contract begins such noncompliance will constitute a default by you under this Lease.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline



referred to in paragraph 3 (Lease Term) or such longer period as is required by applicable law, we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 45 (Move-Out Notice).

**16.DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident’s holding over, we’re not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don’t prevent you from occupying the apartment.

If there is a delay and we haven’t given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident’s holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 5 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will

be ready for you to occupy on a specific date, you may terminate the Lease Contract within 5 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.**

Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**18.DISCLOSURE RIGHTS.**

If someone requests information on you or your rental history, we are only permitted to release your rent payment record and amount of payment without your prior consent. A contract purchaser of the rental property may inspect all tenants’ information without obtaining your consent provided that said contract purchaser agrees in writing to maintain the confidentiality of said information.

While You’re Living in the Apartment

**19.COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. To the extent permitted by applicable law, we may make reasonable changes to written rules, if they are distributed and applicable to all units in the apartment community and do not constitute a substantial modification of the bargain nor change dollar amounts on page 1 of this Lease Contract and you have been given reasonable notice of the same.

**20.LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You’ll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We will serve written notice personally on any such guest and also serve you a copy of the notice if your guest is the one in violation. In addition to the remedies we may have against you, we can apply to a magistrate for a warrant for trespass, provided we have served the required notice. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

**21.PROHIBITED CONDUCT.**

You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community, or any other such conduct that constitutes a threat to the health and to the safety of the community.

**22.PARKING.**

We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed from the apartment community at your expense under the terms of this Lease Contract or by appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office;or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12)blocks garbage trucks from access to a dumpster; or
- (13)belongs to a resident and is parked in a visitor or retail parking space.

**23.RELEASE OF RESIDENT.** Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 16 (Delay of Occupancy), 32 (Responsibilities of Owner), or 45 (Move-Out Notice), or any other applicable law, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

**24.MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**25.RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

**Smoke and Carbon Monoxide Detectors.** We'll furnish smoke detectors and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, we will provide a certificate to you stating that all smoke and carbon monoxide detectors are present, have been inspected, and are in good working order no more than once every twelve (12) months. You are required to maintain said smoke and carbon monoxide detectors and are to pay for and are required to replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor any others may disable the smoke detectors or the carbon monoxide detectors. If you disable or damage the smoke detector or carbon monoxide detector or fail to replace a dead battery or report malfunctions to us, you will be in breach of this Lease Contract and will be liable to us for any actual damages and for any loss, damage, or fines proximately cause by or related to any fire, smoke or water.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services, provided that we owe no legal duty to you under the applicable law.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

**26.CONDITION OF THE PREMISES AND ALTERATIONS.** Except for our duty to maintain in good and safe condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities, and, except for conditions materially affecting the health or safety of ordinary persons, you accept the apartment, fixtures, and furniture as is. You'll be given an Inventory and Condition form on or before move-in. Within 5 days after move-in, you must note on the form all defects or damage and return it to

our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. You must follow proper trash removal procedures. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

In addition to the requirements outlined in this Lease Contract, you are responsible for complying with the obligations imposed on you by applicable provisions of the building and housing codes materially affecting health and safety.

**27.REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning and lack of heat are considered emergencies. Consequently, in the event of any air conditioning or heating or other such equipment malfunctions, you are to notify our representatives as soon as possible. We'll act with customary diligence to make repairs and reconnections.

If the premises are damaged or destroyed by fire or other casualty to such an extent that your enjoyment of the premises is substantially impaired, you may immediately vacate and serve on us a written notice within 14 days thereafter, indicating your intent to terminate your tenancy. Your tenancy would be terminated as of the day you vacated the premises. If we and you cannot agree as to the issue of habitability, the decision of the local building inspector will govern.

**28.ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract, after which you will receive a 21/30 Material Noncompliance Notice. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability and/or the disability-related need for the assistance animal are not readily apparent, we may require a written statement from a qualified professional verifying the disability and/or disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges



will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), we may serve on you a written notice describing your violation and stating that your tenancy will terminate on a date not less than 30 days after you have received the notice if you do not cure the violation within 21 days. If you properly remedy the violation within 21 days, then your tenancy will not terminate. To the extent permitted by applicable law, if an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Animal-violation charges are liquidated damages for our time, costs, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

**29. WHEN WE MAY ENTER.** You shall not unreasonably withhold consent for us to enter the apartment in order to inspect the apartment, make necessary or agreed upon repairs, decorations, alterations or improvements, supply necessary or agreed upon services or exhibit the apartment to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. We may enter the apartment without your consent in the event of an emergency. Unless impractical, we will give you 72 hours written notice of routine maintenance (not requested by you) to be performed in the apartment.

We will give you written notice no less than 48 hours before the application of pesticide in the apartment unless you agree to a shorter notice period. If you have requested us to apply pesticide

in the apartment, we are not required to give you written notice. If you are concerned with specific pesticides, you must notify us in writing no less than 24 hours before the scheduled pesticide application.

If a tenant, without reasonable justification, declines to permit the landlord or managing agent to exhibit the dwelling unit for sale or lease, the landlord may recover damages, costs, and reasonable attorney fees against such tenant. As used herein, "reasonable justification" is defined in accordance with Virginia Code Section 55.1-1229 (A)(3).

Further, during a state of emergency declared by the Governor pursuant to 3 44-146.17 in response to a communicable disease of public health threat as defined in 3 44-146.16, access will be provided in accordance with Virginia Code Section 55.1-1229 (A)(4).

You must notify us of any anticipated extended absence from your apartment of greater than 7 days. During this absence, we may enter the apartment at times reasonably necessary to protect the apartment. If you fail to give us such notice, we may recover actual damages from you.

**30. JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Notices and requests from any resident or occupant (including notices of lease termination, repair requests, and entry permissions) constitute notice from all residents. *Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 50 - Deposit Return, Surrender, and Abandonment.*

Replacements

**31. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly, in writing, consent to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) in the case of subletting and in granting a right or license to occupy, the departing and remaining residents will remain liable for all lease obligations for the rest of the original lease term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy, but may remain liable for the remainder of the original lease term unless otherwise agreed to in writing.

Responsibilities of Owner and Resident

**32. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean and in a structurally safe condition, subject to paragraph 26 (Condition of the Premises and Alterations);
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate the above, the following remedies apply:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;

If we fail to remedy the condition within a reasonable time, you may exercise any other remedies provided under Virginia law, including but not limited to Virginia Code Section 55.1-1244.1, as amended.

**33. DEFAULT BY RESIDENT.**

**Default by Resident.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual

or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; or (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraph 21 (Prohibited Conduct).

Under Virginia law and this Lease Agreement, we may terminate this tenancy in accordance with the following provisions:

- A. **Material Noncompliance by Your Failing to Pay Rent When Due.** Your rent is due and payable on the 1st day of each calendar month. If you fail to pay such rent after we have served a material noncompliance notice for failure to pay rent, or pay or quit notice, as applicable, we may terminate your tenancy in accordance with applicable Virginia law.
- B. **Material Noncompliance by You Which Can Be Remedied Within 21 Days.** If you commit a material noncompliance under this Lease Contract which can be remedied within 21 days, we may serve on you a material noncompliance notice stating that if you do not remedy the specified noncompliances(s) within 21 days from the date of such notice, we have the right to terminate your tenancy on a date that is not less than 30 days after your receipt of such material noncompliance notice.
- C. **Repeat Violations.** If you have been served with a prior written notice which required you to remedy a breach, and you remedied such breach, where you intentionally commit a subsequent breach of a like nature as the prior breach, we may serve on you a 30 day termination notice. Such notice must make reference to the prior breach of a like nature and state that your tenancy will terminate on a date not less than 30 days after your receipt of such notice for the reasons stated therein without allowing you an opportunity to remedy such subsequent breach.

- D. Nonremediable Violations. If you commit a material noncompliance, we may serve on you a termination notice stating that your tenancy will terminate on a date that is not less than 30 days after your receipt of such notice for the reasons stated in such notice. If a breach of your obligations under the Virginia law, or the Lease Contract, involves or constitutes a criminal or willful act, which is not remediable and which poses a threat to health or safety, we may terminate your tenancy immediately by written notice to you.
- E. Remediable Violations. If you commit a material noncompliance, we may serve on you a termination notice stating that your tenancy will terminate on a date that is not less than 30 days after your receipt of such notice for the reasons stated in such notice. If the noncompliance can be remedied by repair or payment of damages or otherwise and you adequately remedy the noncompliance within 21 days of the receipt of notice, your tenancy will not terminate. If you fail to maintain the apartment as required by applicable law or by this Lease Contract but the violation is remediable by repair, replacement or cleaning, the owner or the owner’s representative shall send a written notice to the resident specifying the breach and stating that the owner or the owner’s representative will enter the dwelling unit and perform the work in a workmanlike manner and submit an itemized bill for the actual and reasonable cost for such work to the tenant, which shall be due as rent on the next rent due date or, if the rental agreement has terminated, for immediate payment.  
  
In case of emergency the owner or the owner’s representative may, as promptly as conditions require, enter the dwelling unit, perform the work in a workmanlike manner, and submit an itemized bill for the actual and reasonable cost for such work to the resident, which shall be due as rent on the next rent due date or, if the rental agreement has terminated, for immediate payment.
- F. Acceptance of Rent With Reservation. Unless we accept the rent with reservation in accordance with Virginia Code Section 55.1-1250, acceptance of periodic rent payments with knowledge of a material noncompliance by you constitutes a waiver of our right to terminate your tenancy. If we have given you written notice that the periodic rental payments have been accepted with reservation, any partial payment of rent made before or after a judgment of possession is ordered will not prevent the owner from taking action to evict you. However, full payment

- of all amounts you owe the owner, including all rent as contracted for in the rental agreement that is owed to the owner as of the date payment is made, as well as any damages, money judgment, award of attorney fees, and court costs made at least 48 hours before the scheduled eviction will cause the eviction to be canceled, unless there are bases for the entry of an order of possession other than nonpayment of rent stated in the unlawful detainer action filed by the owner. Further, the acceptance of the said amount with reservation in no way creates a new landlord/tenant relationship with you.
- G. Remedies Available to us Upon Breach or Noncompliance of the Lease Contract. In the event of a breach of the Lease Contract or noncompliance by the Resident as provided herein and under applicable Virginia law, the Owner shall be entitled to recover from the Resident the following, regardless of whether a lawsuit is filed or an order is obtained from a court: (i) rent due and owing as contracted for in the Lease Contract, (ii) other charges and fees as contracted for in the Lease Contract, (iii) late charges contracted for in the Lease Contract, (iv) reasonable attorneys’ fees incurred by Owner, (v) costs of the proceeding as contracted for in the Lease Contract or as provided by law only if court action has been filed, and (vi) damages to the dwelling unit or premises as contracted for in the Lease Contract. The Owner may also file an unlawful detainer action in a court of competent jurisdiction seeking a judgment for possession of the leased premises, as well as a judgment for the aforesaid available remedies. Upon termination of the Lease Contract, we may treat the security deposit as provided in other provisions of this Lease Contract, appropriate addenda hereto, and applicable Virginia law.

**Lease Renewal When A Breach or Default Has Occurred.** In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, we may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

- 34.ENTIRE AGREEMENT. Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.
- 35.NO AUTHORITY TO AMEND UNLESS IN WRITING. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.
- 36.NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our failure to enforce or to belatedly enforce any written-notice requirements, rental due dates, accelerations, liens, or other rights shall not be construed as nor shall it constitute a waiver under any circumstances.
- 37.NOTICE. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed. To the extent allowed by law, notice to or from us may be made via email or other electronic form, including all notices required by Section 55.1-1245 of the Code of Virginia or other law.
- 38.MISCELLANEOUS.

A. Exercising one remedy won’t constitute an election or waiver of other remedies.

B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.

C. All remedies are cumulative.

D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

E. This Lease Contract binds subsequent owners.

F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.

- G. To the extent permitted by applicable law, all provisions regarding our non-liability and nonduty apply to our employees, agents, and management companies.
- H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender’s option.
- I. All lease obligations must be performed in the county where the apartment is located.
- J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- 39.WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be tried to a judge and not a jury; the parties hereto having expressly agreed to waive any trial by jury.
- 40.CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.
- 41.OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.



**42.FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**43.PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Personal Property Left in Your Apartment) or utility payments subject to governmental

regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. If we have accepted without reservation rent payments that were materially noncompliant and have given you written notice of such acceptance, then we have waived our right to terminate your tenancy. If we have given you written notice that your rent payments have been accepted with reservation, then we may accept all rent payments, and we may still be entitled to an order of possession terminating the tenancy in accordance with Virginia Code Section 55.1-1250, as amended.

**44.ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

**45.MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by paragraph 3 (Lease Term). If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. If you vacate early (paragraph 23 - Release of Resident) you will still be liable for the entire Lease Contract term or until a new lease contract is executed, whichever occurs first, except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11, or 23 (Early Move-Out or Release of Resident), or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of paragraph 3 (Lease Term), even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice of nonrenewal or in your notice to vacate, or in our notice of nonrenewal or in our notice to vacate delivered to you, you will automatically and will immediately become a holdover tenant pursuant to applicable Virginia law, and we will have all rights and remedies available to us under this Lease Contract and Virginia law, including but not limited to charging you a liquidated damage penalty not to exceed an amount equal to 150 percent (150%) of the per diem of the monthly rent, for each day you remain in the dwelling unit after the termination date specified in your notice of nonrenewal or in your notice to vacate, or in our notice of nonrenewal or in our notice to vacate delivered to you.

**46.MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. *Early move-out may result in reletting charges under paragraph 11 (Early Move-Out).* You're prohibited by law from applying any security deposit to rent. You are not permitted to stay beyond the date you are supposed to move out.

**47.CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**48.MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting. If you wish to be present when we make the inspection, you must so advise us in writing, and then we will provide you with written notice of the time and date of our inspection of the apartment. You will have the right to be present at our inspection of the apartment for the purpose of determining the amount of security deposit to be returned. We will provide you with notice of the time and date of the inspection at least ten (10) days before the date of the inspection. The inspection will be made within three (3) days (excluding Saturdays, Sundays and holidays) after delivery of possession. If you attend the inspection, we will upon completion of the inspection give you an itemized list of damages to the apartment known to exist at the time of the inspection. We suggest that you do accompany us during the inspection to help resolve any problems that may arise. Failure to do so will constitute a concurrence by you in our assessment of charges for damages or

cleaning. After inspection by us, appropriate charges will be assessed by us for any missing items, damages or repairs to the apartment, or its contents (except for ordinary wear and tear).

**49.SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges to the extent permitted by applicable law, including but not limited to: unpaid rent; unpaid utilities; unreimbursed service charges; all repairs or damages, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector or carbon monoxide detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized access control devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13 (Personal Property Left in Your Apartment); removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 (Rent and Charges) and 28 (Animals); government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke and carbon monoxide detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; and other sums due under this Lease Contract.

To the extent permitted by applicable law, you'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 (Keys) if you fail to return them on or before your actual move-out date; and (2) a reletting fee if you have violated paragraph 11 (Early Move-Out).

**50.DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** Provided that you have satisfied each of the following conditions, we shall return your security deposit to you as provided in this lease:

- (a) You must completely vacate the entire Premises at the expiration or other termination of this lease or when any subsequent month to month tenancy is terminated.
- (b) You must pay all Rent required under the lease, up to and including the date of expiration or termination of the lease or month to month tenancy.
- (c) You must thoroughly clean your apartment including all kitchen appliances (refrigerator, oven, range, dishwasher, baths, closets, storage areas, patios/balconies, etc.), so that your apartment and such appliances are in the same condition as they were in on the beginning date of the initial term of the lease, except for ordinary wear and tear.
- (d) There must be no defects or damages to the apartment, caused by you, your family, guests, invitees, agents, pets or otherwise.
- (e) You must not be in default at the expiration or termination of the lease or any subsequent month to month tenancy.
- (f) You must provide us with a written copy of your forwarding address.

Upon your satisfaction of each of the conditions set forth above, but no later than forty-five (45) days after the expiration or termination date of the lease or the date you vacate the Apartment, whichever occurs last, we will do one of the following:

- (1) We will pay to you any security deposit you have paid to us (less any amounts that we have properly applied to your obligations under the Lease during the term of the Lease or any subsequent month to month tenancy in accordance with the terms of the Lease; or
- (2) We will use good faith efforts to notify you in writing personally, or by certified mail at your last known address, of our intention to withhold and apply your security deposit then held by us toward (1) any damages or charges for which you are legally liable under the lease or as a result of your breaching the lease; and (2) defraying the cost of expenses we have incurred in connection with your failure to comply with the terms of this lease. Any deductions we make will be itemized in a written notice given to you within forty-five (45) days of the termination date of tenancy or the date you vacate the Apartment, whichever occurs last.

Within the 45-day period prescribed above, we will refund to you the balance of the security deposit (if any) including accrued interest to which you are entitled, less any amounts that we have properly applied to your obligations under the Lease pursuant to the terms of the lease.

You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid— whichever date occurs first.

You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture and personal belongings have been substantially removed in our reasonable judgment; (3) you’ve been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you’ve not given us written notice within seven days of our written notice to you, indicating that you intend to remain in occupancy of the premises.

To the extent permitted by applicable law, surrender, abandonment, and judicial eviction end your right of possession for all purposes and give us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment (paragraph 13 - Personal Property Left in Your Apartment), but do not affect our mitigation obligations set forth under this Lease Contract and under applicable Virginia law. Further, your financial obligations due under the Lease will remain in full force and effect unless or until terminated pursuant to applicable Virginia law and the terms of this Lease Agreement.

Severability, Originals and Attachments, and Signatures

**51. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**52. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, and the current Statement of Tenant Rights and Responsibilities will be attached to the Lease Contract and will be provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

**53. ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF TENANT RIGHTS AND RESPONSIBILITIES.** A Statement of Tenant Rights and Responsibilities and an Acknowledgment Form, as developed by DHCD, has been provided to the Resident herewith this Lease Contract.

You are legally bound by this document.  
Please read it carefully.

Resident or Residents (all sign below)

*Ngeisha Ghee*

Owner or Owner’s Representative (signing on behalf of owner)

*Crystal Spruill*

Address and phone number of owner’s representative for notice purposes

3100 Pinetree Drive  
Petersburg, VA 23803  
(804) 826-1231

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

05/01/2023

**SPECIAL PROVISIONS (CONTINUED FROM PAGE 2)** Subletting/replacement tenants who move in place of an existing resident is PROHIBITED under any circumstances. All residents are REQUIRED to notify management in the event any new person is added to the household. Failure to provide such notification is a material violation of the lease. All residents must permit the Owner (or representative) as well as staff or representatives of the State Housing Finance Agency to inspect your unit, with reasonable notice. The maximum allowable rental rate for your apartment may be dictated by the administrator of the Low Income Housing Tax Credit (LIHTC) Program. Therefore, management, in order to conform to this program, reserves the right to increase the rental rate at any time during the term of the lease with a thirty (60) days notice. Although personal liability insurance coverage is not required, should you voluntarily choose to purchase a policy, your renter's insurance provider must add Pinetree Apartments and South Oxford Management, LLC as additional interests on your policy.



ADDITIONAL SPECIAL PROVISIONS

DWELLING UNIT DESCRIPTION. Unit No. G8, 3100 Pinetree Drive  
(street address) in Petersburg  
(city), Virginia, 23803 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: May 1, 2023  
Owner’s Name: Pinetree Apartments

Residents (list all residents): Nyeisha Shquel Ghee

At least 60 days written notice to vacate is required to terminate the lease and a penalty fee equal to 2 month's rent is required if terminating within the initial 12 months of the lease. Penalty applies to termination of lease prior to the current lease expiration (except for active military personnel who has received permanent change of station orders or temporary duty orders in excess of three months' duration, furloughed directly affected federal employees ). Although personal liability insurance coverage is not required, should you voluntarily choose to purchase a policy, your renter's insurance provider must add Pinetree Apartments and South Oxford Management, LLC as additional interests on your policy.

Resident(s)  
(All residents must sign)  
Nyeisha Ghee

Date of Signing Addendum  
05/03/2023

Owner or Owner’s Representative  
Crystal Spruill

Date of Signing Addendum  
05/04/2023





INVENTORY AND CONDITION FORM

DWELLING UNIT DESCRIPTION. Unit No. G8, 3100 Pinetree Drive  

(street address) in

Petersburg (city), Virginia, 23803 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: May 1, 2023 Owner’s name: Pinetree Apartments

Residents (list all residents):

Nyeisha Shquel Ghee

Within five (5) days after move-in, you must note on this form all defects, damage, or safety or pest-related concerns and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below if they don’t exist. This form protects both you (the resident) and us (the owner). We’ll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.

Resident’s Name: Nyeisha Shquel Ghee

Home Phone: ( ) Work Phone: ( )

Resident’s Name:

Home Phone: ( ) Work Phone: ( )

Resident’s Name:

Home Phone: ( ) Work Phone: ( )

Resident’s Name:

Home Phone: ( ) Work Phone: ( )

Resident’s Name:

Home Phone: ( ) Work Phone: ( )

Resident’s Name:

Home Phone: ( ) Work Phone: ( )

☒ Move-In or ☐ Move-Out Condition (Check one)

Living Room

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Closets, Rods, Shelves

Closet Lights, Fixtures

Lamps, Bulbs

Other

Kitchen

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Cabinets, Drawers, Handles

Countertops

Stove/Oven, Trays, Pans, Shelves

Vent Hood

Refrigerator, Trays, Shelves

Refrigerator Light, Crisper

Dishwasher, Dispensers, Racks

Sink/Disposal

Microwave

Other

General Items

Thermostat

Cable TV or Master Antenna

A/C Filter

Washer/Dryer

Garage Door

Ceiling Fans

Exterior Doors, Screens/Screen Doors, Doorbell

Fireplace

Other

Dining Room

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks

Windows, Latches, Screens

Window Coverings

Closets, Rods, Shelves

Closet Lights, Fixtures

Other

Halls

Walls

Wallpaper

Plugs, Switches, A/C Vents

Woodwork/Baseboards

Ceiling

Light Fixtures, Bulbs

Floor/Carpet

Doors, Stops, Locks



Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Other \_\_\_\_\_

Exterior (if applicable)

Patio/Yard \_\_\_\_\_  
Fences/Gates/Gate Latches or Locks \_\_\_\_\_  
Faucets \_\_\_\_\_  
Balconies \_\_\_\_\_  
Other \_\_\_\_\_

Bedroom (describe which one): \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_

Bedroom (describe which one): \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Other \_\_\_\_\_

Bath (describe which one): \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Bathtub, Enclosure, Stopper \_\_\_\_\_  
Shower, Doors, Rods \_\_\_\_\_  
Tile \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_

Half Bath

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_

Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Tile \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_

Bedroom (describe which one): \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Closets, Rods, Shelves \_\_\_\_\_  
Closet Lights, Fixtures \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_

Bath (describe which one): \_\_\_\_\_

Walls \_\_\_\_\_  
\_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, Switches, A/C Vents \_\_\_\_\_  
Woodwork/Baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light Fixtures, Bulbs \_\_\_\_\_  
Exhaust Fan/Heater \_\_\_\_\_  
Floor/Carpet \_\_\_\_\_  
\_\_\_\_\_  
Doors, Stops, Locks \_\_\_\_\_  
Windows, Latches, Screens \_\_\_\_\_  
Window Coverings \_\_\_\_\_  
Sink, Faucet, Handles, Stopper \_\_\_\_\_  
Countertops \_\_\_\_\_  
Mirror \_\_\_\_\_  
Cabinets, Drawers, Handles \_\_\_\_\_  
Toilet, Paper Holder \_\_\_\_\_  
Bathtub, Enclosure, Stopper \_\_\_\_\_  
Shower, Doors, Rods \_\_\_\_\_  
Tile \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_

Safety-Related Items (Put “N/A” if not applicable)

Door Knob Locks \_\_\_\_\_  
Keyed Deadbolt Locks \_\_\_\_\_  
\_\_\_\_\_  
Keyless Deadbolts \_\_\_\_\_  
\_\_\_\_\_  
Sliding Door Pin Locks \_\_\_\_\_  
Sliding Door Latches \_\_\_\_\_  
Sliding Door Security Bars \_\_\_\_\_  
Doorviewers \_\_\_\_\_  
Window Latches \_\_\_\_\_  
Porch and Patio Lights \_\_\_\_\_  
Smoke Detectors (see attached Certificate) \_\_\_\_\_  
\_\_\_\_\_  
Alarm System \_\_\_\_\_  
Fire Extinguishers (look at charge level BUT DON’T TEST!) \_\_\_\_\_  
Garage Door Opener \_\_\_\_\_  
Gate Access Card(s) \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Move-In: \_\_\_\_\_

or

Date of Move-Out: \_\_\_\_\_

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*In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.*

Owner or Owner's Representative: Crystal Spruill Date of Signing: 05/04/2023





Animal's name: \_\_\_\_\_

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Weight: \_\_\_\_\_ Age: \_\_\_\_\_

City of license: \_\_\_\_\_

License no.: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

PetScreening is required yearly and with

new pets. Max of 2 pets per apartment. Max

weight: 75lbs. Monthly pet fee indicated

is not considered monthly rent. Pit Bulls,

Bull Terriers, American Staffordshire

Terriers, Rottweiler's, German Shepherds,

Dobermans, Chows, Presa Canarios, Akitas,

Wolf Hybrids, and Huskies, full blood or

mixed at any percentage, are PROHIBITED,

except dogs trained to assist the disabled

and active duty canine police officers

residing with an active duty law

enforcement officer.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. **EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

11. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken.All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: Litter box

\_\_\_\_\_
- Outside, the animal may urinate or defecate *only* in these designated areas: Pet park only

\_\_\_\_\_
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.

- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

12. **ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

13. **VIOLATION OF RULES.** To the extent permitted by applicable law, if you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

14. **COMPLAINTS ABOUT ANIMAL.** You must permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

15. **REMOVAL OF ANIMAL.** In some circumstances, we may provide notice of material noncompliance with the lease if, in our sole judgment, you have violated our animal rules or let the animal defecate or urinate where it's not supposed to. If you have abandoned the animal; left the animal in the dwelling unit for an extended period of time without food or water; or failed to care for a sick animal, we may contact a humane society or animal control agency to take custody of the animal. In doing this, we must follow the procedures of the Lease Contract and applicable Virginia law.

16. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. To the extent permitted by applicable law, you'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.



17. **MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.
18. **JOINT AND SEVERAL RESPONSIBILITY.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

19. **GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

**Resident or Residents**  
(All residents must sign)

**Owner or Owner's Representative**  
(Signs below)

*Nyeisha Ghee*

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*Crystal Spruill*

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**Date of Signing Addendum**

05/04/2023

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## UTILITY AND SERVICES ADDENDUM

This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated May 1, 2023 between Pinetree Apartments

("We" and/or "we" and/or "us") and Nyeisha Shquel Ghee

"You" and/or "you") of Unit No. G8 located at 3100 Pinetree Drive (street address) in Petersburg, VA 23803 and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

a) **Water** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or  
☐ water bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

b) **Sewer** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or  
☐ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

c) **Gas** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

d) **Trash** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or  
☐ trash bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

e) **Electric** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

f) **Stormwater** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or  
☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

g) **Cable TV** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

h) **Master Antenna** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or  
☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

i) **Internet** service to your dwelling will be paid by you either:

- ☒ directly to the utility service provider; or  
☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

j) **Pest Control** service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or  
☐ pest control bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

k) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:

- ☐ directly to the utility service provider; or  
☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_  
☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.  
☐ 3rd party billing company if applicable \_\_\_\_\_

- l) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
  - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - ☐ 3rd party billing company if applicable \_\_\_\_\_

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
  - "2" - Calculation of your total water use based on sub-metering of hot water
  - "3" - Calculation of your total water use based on sub-metering of cold water
  - "4" - Flat rate per month
  - "5" - Allocation based on the number of persons residing in your dwelling unit
  - "6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula
  - "7" - Allocation based on square footage of your dwelling unit
  - "8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit
  - "9" - Allocation based on the number of bedrooms in your dwelling unit
  - "10"- Allocation based on a lawful formula not listed here
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within \_\_\_\_\_ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill for failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. In accordance with applicable Virginia law, the owner or landlord reserves the right to include water, sewer, electrical, natural gas, or other utilities in the amount of the rent as specified in the Apartment Lease. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ _____	(not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ _____	(not to exceed \$ _____)
Late Fee:	\$ _____	(not to exceed \$ _____)
Final Bill Fee:	\$ _____	(not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ 50.00.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. To the extent permitted under applicable Virginia law, you agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.
12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**BED BUG ADDENDUM**

Date: May 1, 2023  
(when this Addendum is filled out)

**Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.**

**1. DWELLING UNIT DESCRIPTION.**

Unit No. G8, 3100 Pinetree Drive  
\_\_\_\_\_  
\_\_\_\_\_  
(street address) in  
Petersburg  
(city), Virginia, 23803 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: May 1, 2023

Owner's name: Pinetree Apartments

Residents (list all residents):

Nyeisha Shquel Ghee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

**4. INSPECTION AND INFESTATIONS.** BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

**5. ACCESS FOR INSPECTION AND PEST TREATMENT.**

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

**6. NOTIFICATION.** You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**7. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

**8. RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, including the filing of an action for possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. **TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

10. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents  
(All residents must sign)

Nyeisha Ghee

Owner or Owner's Representative  
(Signs below)

Crystal Spruill

Date of Signing Addendum

05/04/2023

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.



**BED BUGS - A Guide for Rental Housing Residents**

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

**Bed bugs don't discriminate**

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

**Bed bugs don't transmit disease**

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

**Identifying bed bugs**

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

**Preventing bed bug encounters when traveling**

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

**Bed bug do's and don'ts**

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

## MOLD INFORMATION AND PREVENTION ADDENDUM

***Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.***

### 1. DWELLING UNIT DESCRIPTION.

Unit No. G8, 3100 Pinetree  
Drive  
(street address) in  
Petersburg  
(city), Virginia, 23803  
(zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 1, 2023  
Owner's name: Pinetree Apartments

Residents (*list all residents*):

**Nyeisha Shquell Ghee**

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

**4. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans

in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

**5. IN ORDER TO AVOID MOLD GROWTH**, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

**6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner

with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

- 7. DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.
- 8. COMPLIANCE.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

**If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

- 9. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

[illegible]

**Resident or Residents**  
*(All residents must sign here)*

Nyeisha Ghee

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**Owner or Owner's Representative**  
*(Signs here)*

Crystal Spruill

**Date of Lease Contract**

May 1, 2023





**LEASE CONTRACT ADDENDUM FOR UNITS  
PARTICIPATING IN GOVERNMENT REGULATED  
AFFORDABLE HOUSING PROGRAMS**

**1. DWELLING UNIT DESCRIPTION.**

Unit No. G8, 3100 Pinetree Drive  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Petersburg  
\_\_\_\_\_  
(city), Virginia, 23803  
\_\_\_\_\_  
(zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: May 1, 2023  
Owner's name: Pinetree Apartments  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Nyeisha Shquel Ghee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PARTICIPATION IN GOVERNMENT PROGRAM.** We, as the owner of the dwelling you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

**4. ACCURATE INFORMATION IN APPLICATION.** By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.

**5. FUTURE REQUEST FOR INFORMATION.** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within the time periods required under the applicable government regulated affordable programs, you agree to comply with our requests for information regarding annual income and eligibility, including requests by the owner and the appropriate government monitoring agency.

**6. INACCURATE INFORMATION AS GROUNDS FOR EVICTION.** If you refuse to answer or if you do not provide accurate information in response to those requests, it will be considered a substantial violation of the Lease Contract and you can be evicted. It makes no difference whether the inaccuracy of the information you furnished was intentional or unintentional.

**7. NO LIEN FOR UNPAID SUMS.** We shall not have a lien on your property for unpaid rent or other sums, except that we will have a lien to cover packing, removal, and storage charges for property left in the dwelling after you move out. This paragraph overrides any contrary provisions contained in the Lease Contract.

**8. STUDENT STATUS.** By signing this addendum, you agree to notify the owner, in writing, if there are any changes in the student status of any residents (including replacement residents) occupying the unit.

**9. ELIMINATION OF JURY WAIVER.** Any provision in the Lease Contract that waives a trial by jury is hereby deleted and unenforceable.

**10. CONFLICT WITH GOVERNING LAW.** To the extent that any part of your Lease Contract or this addendum conflicts with applicable federal, state, or local laws or regulations, the law or regulation overrides that portion of your Lease Contract or this addendum.

**11. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

All residents must permit the Owner (or  
representative) as well as staff or  
representatives of the State Housing  
Finance Agency to inspect the unit, with  
reasonable notice. The maximum allowable  
rental rate for your apartment may be  
dictated by the administrator of the Low  
Income Housing Tax Credit (LIHTC)  
Program. Therefore, management, in order  
to conform to this program, reserves the  
right to increase the rental rate at any  
time during the term of the lease with a  
thirty (60) days notice.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Resident(s)**

**Date of Signing Addendum**

Nyeisha Ghee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

05/03/2023  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner's Representative**

**Date of Signing Addendum**

Crystal Spruill  
\_\_\_\_\_  
\_\_\_\_\_

05/04/2023  
\_\_\_\_\_  
\_\_\_\_\_



## LEASE CONTRACT BUY-OUT AGREEMENT

## 1. DWELLING UNIT DESCRIPTION.

Unit No. G8, 3100 Pinetree Drive  
 \_\_\_\_\_ (street address) in  
Petersburg  
 (city), Virginia, 23803  
 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 1, 2023Owner's name: Pinetree Apartments

Residents (list all residents):

Nyeisha Shquel Ghee

This Agreement constitutes an Agreement to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Agreement vary or contradict any terms or conditions found in the Lease Contract, this Agreement shall control.

3. **PURPOSE OF ADDENDUM.** The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4. **BUY-OUT PROCEDURES.** You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (check one) ☐ must be the last day of a month or ☒ may be during a month;
- (b) you specify the new termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ 2278.00 ;
- (g) you pay us the amount of any concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

5. **WHEN PAYABLE.** The buy-out fee in paragraph 4(f) is due and payable no later than 1 days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ \_\_\_\_\_ and is due payable on the same day as the buy-out fee, subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6. **SHOWING UNIT TO PROSPECTIVE RESIDENTS.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

7. **COMPLIANCE ESSENTIAL.** Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

8. **MISCELLANEOUS.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9. **SPECIAL PROVISIONS.** Your right of buy-out (check one) ☐ is or ☒ is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

4. (a) The buy-out fee is due and payable no later than sixty (60) days after receipt of termination notice or no later than the move-out date, whichever occurs first. 4. (f) The buy-out fee amount due is equal to the amount of two (2) month's rent.

**Resident or Residents**  
 (All residents must sign)

Nyeisha Ghee

**Owner or Owner's Representative**  
 (signs below)

Crystal Spruill

Date of Lease Contract

May 1, 2023





This additional security deposit is required to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails,screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost repair or restoration after removal, etc.

- 12. WHEN YOU MAY BEGIN INSTALLATION.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 10 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 11; and (4) received our written approval of the installation materials and the person or company that will do the installation, which approval may not be unreasonably withheld.
- 13. MISCELLANEOUS.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

**14. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**Resident or Residents**  
*(All residents must sign here)*

*Nyeisha Ghee*

**Owner or Owner's Representative**  
*(signs here)*

*Crystal Spruill*

**Date of Lease Contract**

**May 1, 2023**





COMMUNITY POLICIES, RULES AND REGULATIONS  
ADDENDUM

This addendum is incorporated into the Lease Contract (the “Lease”) identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: Pinetree Apartments

Resident(s): Nyeisha Shquel Ghee

Unit No./Address: #G8, 3100 Pinetree Drive, Petersburg, VA 23803

Lease Date: 05/01/2023

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, “Amenities”) located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident’s adherence to the terms of the Lease, this Addendum, and the Community rules and regulations (“Rules”) in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner’s sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, including incidents leading to or causing death, that are causally related to Resident’s use of the amenities at the Community. Thus, Resident(s) agrees to hold Owner harmless and to release and to waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or that arise from such use, except in incidents of any proven negligence on the part of the Owner that proximately caused the underlying incident from which any such related claims, allegations, actions, damages, losses, or liabilities allegedly arose. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)’ OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term “Owner” shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

- II. POOL. This Community ☒ DOES; ☐ DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
  - All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
  - For their safety, Residents should not swim alone.
  - Pool hours are posted at the pool.
  - No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
  - Proper swimming attire is required at all times and a swimsuit “cover up” should be worn to and from the pool.
  - No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
  - Resident(s) must accompany their guests.
  - Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

IN CASE OF EMERGENCY DIAL 911

- III. FITNESS CENTER. This Community ☒ DOES; ☐ DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:
- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
  - The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
  - Resident(s) shall carefully inspect each piece of equipment prior to Resident’s use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
  - Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person’s use that appears to be dangerous or in violation of Management Rules and Policies.
  - Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident’s physician.
  - Resident(s) will keep Fitness Center locked at all times during Resident’s visit to the Fitness Center.
  - Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
  - Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) \_\_\_\_\_ (3) \_\_\_\_\_ (5) \_\_\_\_\_  
(2) \_\_\_\_\_ (4) \_\_\_\_\_ (6) \_\_\_\_\_

- IV. **PACKAGE RELEASE.** This Community ☐ DOES; ☒ DOES NOT accept packages on behalf of Residents.

***For communities that do accept packages on behalf of its Residents:***

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

- V. **BUSINESS CENTER.** This Community ☐ DOES; ☒ DOES NOT have a business center.

Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to \_\_\_\_\_ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.

- VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:

- Only 1 vehicle per licensed Resident is allowed.
- All vehicles must be registered at the Management office.
- Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a 24 hour notice is placed on the vehicle.
- Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
- The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
- Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
- Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.

- VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:

- Residents and guests will adhere to the Community rules and regulations other Management policies concerning fire hazards, which may be revised from time to time.
- No person shall knowingly maintain a fire hazard.
- **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of 15 feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
- **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances, such as Duraflame® logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
- Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
- No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
- Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.

- VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' Dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**

- Clean in all cabinets, drawers and closets in kitchen and pantry.
- If roaches have been seen in closets, remove contents from shelves and floor.
- Remove infants and young children from the dwelling.
- Remove pets or place them in bedrooms, and notify Owner of such placement.
- Remove chain locks or other types of obstruction on day of service.
- Cover fish tanks and turn off their air pumps.
- Do not wipe out cabinets after treatment.

In the case of suspected or confirmed bed bug infestation, resident will agree to the following:

- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
- Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
- Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.

**RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO  
EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO  
EXTERMINATION AND THE USE OF INSECTICIDES**

- IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.

- X. **WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.

- XI. BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.
- XII. SIGNS.** Resident shall not display any signs, exterior lights or markings on dwelling. No awnings or other projections shall be attached to the outside of the building of which dwelling is a part.
- XIII. SATELLITE DISHES/ANTENNAS.** You must complete a satellite addendum and abide by its terms prior to installation or use.
- XIV. WAIVER/SEVERABILITY CLAUSE.** No waiver of any provision herein, or in any Community rules and regulations, shall be effective unless granted by the Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Part is invalid for any reason whatsoever, this finding shall not effect the validity of the remaining portions of this addendum, the Lease Contract or any other addenda to the Lease Contract.
- XV. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:
- Although not required, residents should consult a physician before using any equipment in the fitness center and before participating in any aerobics or exercise class. Resident acknowledges and understands that activities in the fitness center may be dangerous and that participation in such activity involves an assumption of risk that could result in damage to person and/or to property, including injury and death. The resident agrees to voluntarily assume all such risk associated with use of the fitness center.
- VII. FIRE HAZARDS CONT'D: To prevent fires and for the health and safety of residents, Resident(s) and their guests may not keep, store, or charge e-bikes or e-bike batteries, even temporarily, in apartments, balconies, patios, common areas, storage areas, or garages. E-Bikes and e-bike batteries must be kept outside and away from the buildings.

I have read, understand and agree to comply with the preceding provisions.

Nyeisha Ghee 05/03/2023  
Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

Resident Date

Crystal Spruill  
Owner Representative

05/04/2023  
Date







## LEASE ADDENDUM LIABILITY INSURANCE REQUIRED OF RESIDENT

### 1. DWELLING UNIT DESCRIPTION.

Unit No. G8, 3100 Pinetree Drive  
 \_\_\_\_\_ (street address) in  
Petersburg  
 (city), Virginia, 23803 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 1, 2023  
 Owner's name: Pinetree Apartments

Residents (list all residents):  
Nyeisha Shquel Ghee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

### 3. ACKNOWLEDGMENT CONCERNING INSURANCE OR DAMAGE WAIVER.

Please note that we do not maintain insurance to cover your personal property and/or any personal injury and/or any such damages related thereto. Further, we are not responsible to any resident, guest, invitee, or occupant for damage or loss of any personal property or personal injury proximately caused by the following incidents (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquakes, interruption of utilities, theft, hurricanes, negligence of other residents, occupants, or invited/uninvited guests, and/or vandalism unless otherwise required by applicable Virginia law. Therefore, we strongly urge you to obtain your own renter's insurance in order to protect you and your household and your guests or invitees from any losses to personal property and/or to personal injury proximately caused by any occurrences or incidents such as the ones listed herein, which such list is not exclusive.

In addition, we urge all Tenants, and in particular those residing in property located in a special flood hazard area such as coastal areas, areas near rivers, and areas prone to flooding, to obtain your own flood insurance. Renter's insurance does not cover damage to your property due to flooding. Consequently, you are advised to contact the Federal Emergency Management Agency (FEMA) or visit the websites for FEMA's National Flood Insurance Program or to contact the Virginia Department of Conservation and Recreation's Flood Risk Information System to obtain information regarding whether the subject property is located within a special flood hazard area.

You understand that the Insurance paragraph of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in

an amount not less than \$ 100000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.

**4. REQUIRED POLICY.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests, for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 100000.00, from a carrier with an AM Best rating of A-VII or better, licensed to do business in Virginia. The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.

**5. We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.**

**6. SUBROGATION ALLOWED.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes any language to the contrary in the Lease Contract.

**7. YOUR INSURANCE COVERAGE.** You have purchased the required personal liability insurance from the insurance company of your choosing listed below that is licensed to do business in this state, and have provided us with written proof of this insurance prior to the execution and commencement of the Lease Contract. You will provide additional proof of insurance in the future at our request.

Insurance Company: \_\_\_\_\_

**8. DEFAULT.** Any default under the terms of this Addendum shall be deemed material breach under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies provided under the Lease Contract and under the applicable Virginia law.

**9. MISCELLANEOUS.** Except as specifically stated in this Addendum, all other terms and conditions of the Lease Contract shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.

### 10. SPECIAL PROVISIONS:

Although personal liability insurance coverage is not required, should you voluntarily choose to purchase a policy, your renter's insurance provider must add Pinetree Apartments LLC, LLC and South Oxford Management, LLC as additional interests on your policy.

**I have read, understand and agree to comply with the preceding provisions.**

**Resident or Residents** (All residents must sign here)

Nyeisha Ghee

**Owner or Owner's Representative** (signs here)

Crystal Spruill

**Date of Lease Contract**

May 1, 2023

**VHDA REQUIRED ADDENDUM TO LEASE**

This addendum is made to the Lease dated May 1, 2023 between: Pinetree Apartments  
(Landlord) and  
Nyeisha Shquel Ghee

(Residents)  
for apartment number G8 at Pinetree Apartments  
(Apartment Community).

The following provisions shall be incorporated into and made a part of the Lease of even date herewith between Landlord and Resident and shall control over any inconsistent provisions therein.

1. **Eligibility.** Resident hereby acknowledges that Resident's family income and composition and other matters relating to Resident's eligibility for occupancy of the Apartment are material to this Lease. Prior to execution of this Lease, Resident provided Landlord with certain information, documents and certifications with respect to Resident's eligibility for occupancy of the Apartment. Resident hereby warrants and confirms that such information, documents and certifications are in all respects true, accurate and complete as of the date hereof. Resident agrees to comply with all requests hereafter made by the Landlord or the Virginia Housing Development Authority ("the Authority") for information, documents, and certifications concerning Resident's eligibility for occupancy of the Apartment. Such requests shall be made annually (and shall be made no less frequently than every three years) and at such other times as Landlord or the Authority may require. Resident shall furnish all such information, documents and certifications requested by Landlord or the Authority on or before the date specified in such request, which date shall not be earlier than (10) days from the date of receipt by Resident of such request. Such information, documents and certifications shall in all respects be true, accurate and complete.

Any failure by Resident to comply with any such request in accordance with the terms of this Paragraph or any falsifications, misstatement or misrepresentation by Resident of any information relating to the Resident's eligibility for occupancy of the Apartment shall be deemed a substantial and material violation of this Lease. Furthermore, in the case of any such violation of this Lease, Landlord may (subject to the prior approval of the Authority and in lieu of exercising its rights or remedies arising under this Lease as a result of such violation) determine that Resident shall no longer be eligible for occupancy of the Apartment and shall be subject to the provisions set forth below relating to ineligibility.

2. **Ineligibility.** In the event that (a) at the time of any determination by Landlord as to Resident's eligibility for occupancy of the Apartment, Resident's adjusted family income shall exceed the maximum limit then established by the Authority for initial occupancy of the Apartment or (b) Resident is otherwise determined not to be eligible for occupancy of the Apartment in accordance with criteria then established by the Authority or in accordance with the provisions hereof, this Lease shall remain in full force and effect unless otherwise terminated pursuant to any of the provisions of this Lease; provided, however, that commencing on the first day of the month after Resident becomes ineligible, Resident shall pay a surcharge on the rent in the amount set forth in such schedule as shall be prescribed by the Authority; provided, further that the amount of such surcharge imposed by the Authority shall not cause the rent (including such surcharge) to exceed the limitation imposed by Section 42 of the Internal Revenue Code, if applicable. In the event that such a surcharge is imposed, Resident shall have the right to terminate this Lease either (a) on the first day of the month in which such surcharge is to commence or (b) upon at least thirty (30) days prior written notice to the Landlord, on the first day of the next succeeding month. For the purposes of this Lease, any such surcharge shall be deemed to be rent and shall be subject to all of the provisions hereof relating to rent. Tenant shall be obligated to pay such surcharge on the first day of each month for such period of time as Resident shall remain ineligible for occupancy.

3. **Assign or Sublease.** Resident may not, without the prior written consent of the Landlord, assign this Lease or sublet the Apartment or any part thereof or give accommodations to any roomer, lodger or other person not herein set forth, nor permit the use of the Apartment for any purposes other than as a private dwelling solely for the use of Resident and Resident's family consisting of the following named persons:  
Nyeisha Shquel Ghee

(Residents)  
EliJah Ghee, Joshua Ghee, Mark Ghee

(Occupants)

4. **Rights of the Authority.** It is understood and agreed by Landlord and Resident that the Authority shall have the right (but shall not be obligated) to exercise any and all of the rights of Landlord under this Lease in the event of a breach or violation by Resident of any of the provisions hereof.

In Witness Whereof, the parties hereto have executed these presents the day and year first above written:

RESIDENT(S)

Nyeisha Ghee (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

LANDLORD

BY Crystal Spruill (SEAL)





**NO-SMOKING ADDENDUM**

Date: May 1, 2023  
 (when this Addendum is filled out)

*All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.*

**1. DWELLING UNIT DESCRIPTION.**

Unit No. G8, 3100 Pinetree Drive  
 \_\_\_\_\_ (street address) in  
Petersburg  
 (city), Virginia, 23803  
 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: May 1, 2023  
 Owner's name: Pinetree Apartments

Residents (list all residents):

Nyeisha Shquel Ghee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED.**

All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the

enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

**5. Smoking Outside Buildings of the Apartment Community.**

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 15 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling ☒ is ☐ is not permitted.

The following outside areas of the community may be used for smoking: \_\_\_\_\_

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

**6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.**

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

**7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.**

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

**8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.**

We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

**9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING.** Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

**10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS.** You are responsible for communicating this community’s no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

**11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

**12. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**Resident or Residents**  
*(All residents must sign here)*

*Nyeisha Ghee*

**Owner or Owner’s Representative**  
*(Sign here)*

*Crystal Spruill*





## RESIDENT PARKING ADDENDUM

Date: May 1, 2023  
(when this Addendum is filled out)

### 1. DWELLING UNIT DESCRIPTION.

Unit No. G8, 3100 Pinetree  
**Drive**  
 \_\_\_\_\_ (street address) in  
Petersburg  
 (city), Virginia, 23803 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 1, 2023

Owner's name: Pinetree Apartments

Residents (list all residents):

**Nyeisha Shquel Ghee**

The term of this Parking Addendum is as follows:  
 Begins on \_\_\_\_\_, \_\_\_\_\_ and  
 ending on \_\_\_\_\_, \_\_\_\_\_.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**RESIDENT AND OWNER AGREE AS FOLLOWS:**

3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.
11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.
12. Resident's request for accessible parking in order to accommodate the Resident's disability shall be treated as a request for a reasonable accommodation in accordance with Virginia Code Section 36-96.3:2(B).
13. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense and in accordance with applicable Virginia law. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

### COST FOR PARKING

Resident agrees to pay a onetime fee of \$ \_\_\_\_\_  
per vehicle on or before the \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_. In alternative  
resident agrees to pay \$ \_\_\_\_\_ monthly per  
vehicle due on or before the \_\_\_\_\_ day of the month. If  
no amount is filled in parking shall be free for properly  
registered and authorized vehicles.

Resident understands and accepts that all-parking rights and privileges will immediately be revoked in the case that Resident is \_\_\_\_\_ days delinquent in paying the required parking fee.

Resident agrees to pay \$ \_\_\_\_\_ NSF fee for all checks returned for non-sufficient funds.

**VEHICLE INFORMATION:**

### Vehicle 1

Vehicle 1  
Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_

## Vehicle 2

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_

### Vehicle 3

Make: \_\_\_\_\_  
Model & Year: \_\_\_\_\_  
State: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Parking Space: \_\_\_\_\_

14. SPECIAL PROVISIONS.

Resident or Residents  
*(All residents must sign)*

*Nyeisha Ghee*

Owner or Owner’s Representative  
*(Signs below)*

*Crystal Spruill*

Date of Signing Addendum

05/04/2023



## CRIME/DRUG FREE HOUSING ADDENDUM

## 1. DWELLING UNIT DESCRIPTION.

Unit No. G8, 3100 Pinetree  
**Drive**  
 \_\_\_\_\_ (street address) in  
Petersburg  
 (city), Virginia, 23803  
 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: **May 1, 2023**

Owner's name: Pinetree Apartments

Residents (*list all residents*):

Nyeisha Shquel Ghee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, “illegal or criminal activity” shall include, but is not limited to, the following:

1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the Commonwealth of Virginia and/or the Federal Controlled Substances Act.
4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)

5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit is disruptive of the other residents' right to peaceful enjoyment of the community.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.
9. Engaging in any other activity that involves or constitutes a criminal or willful act that poses a threat to the health and/or to the safety of the community.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause as provided for under applicable Virginia law.

**4. CRIMINAL CONVICTION NOT REQUIRED.** Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

**5. SPECIAL PROVISIONS.** The following provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

**Resident or Residents**

*(sign here)*

*Nyeisha Ghee*

**Date of Signing Addendum**

05/03/2023

**Owner or Owner's Representative** *(signs here)*

Crystal Spruill

**Date of Signing Addendum**

05/04/2023

## ADDENDUM PROHIBITING SHORT-TERM SUBLETTING OR RENTAL

### 1. DWELLING UNIT DESCRIPTION.

Unit No. G8, 3100 Pinetree  
**Drive**

\_\_\_\_\_ (street address) in \_\_\_\_\_

**Petersburg**

---

(city), Virginia,

23803

---

(zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: **May 1, 2023**

Owner's name: Pinetree Apartments

Residents (*list all residents*):

Nyeisha Shquel Ghee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. SHORT TERM SUBLEASE OR RENTING PROHIBITED.**

Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

#### 4. PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES.

You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

**5. VIOLATION OF LEASE AGREEMENT.** Your Lease Contract

**VIOLATION OF LEASE AGREEMENT.** Your Lease Contract allows for use of your dwelling as a private residence only and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting

or occupancy by others of the dwelling for any period of time without our prior written consent. Permitting your dwelling to be used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

**6. REMEDY FOR VIOLATION.** Any violation of this Addendum

**REMEDY FOR VIOLATION.** Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with state law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

**7. RESIDENT LIABILITY.** You are responsible for and shall

**RESIDENT LIABILITY.** You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

**8. SEVERABILITY.** If any provision of this Addendum or

**SEVERABILITY.** If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

**9. SPECIAL PROVISIONS.** The following special provisions

**SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

[illegible]**Resident or Residents**

**Resident or Residents**  
(All residents must sign)

*Nyeisha Ghee*

**Owner or Owner's Representative**

(Signs below)

*Crystal Spruill*

**Date of Signing Addendum**

05/04/2023

## WASHER AND DRYER ADDENDUM

## 1. DWELLING UNIT DESCRIPTION.

Unit No. G8, 3100 Pinetree  
**Drive**  
 \_\_\_\_\_ (street address) in  
Petersburg  
 (city), Virginia, 23803  
 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 1, 2023  
Owner's name: Pinetree Apartments

Residents (*list all residents*):

Nyeisha Shquel Ghee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** In consideration of your agreeing to rent a washer and dryer from us and by signing this Addendum, you agree to the terms and conditions set forth herein.

**4. OWNER SUPPLIED WASHER AND DRYER.**

**A. Washer and Dryer Rental Fees.** We agree to rent to you a washer and dryer for the sum of \$ 55.00 per month, beginning on 06/01/2023 and expiring concurrently with the above referenced Lease Contract, including any renewal periods.

You shall pay the monthly washer and dryer rental amount in advance and without demand, as additional rent, along with your monthly rent payment. If any monthly washer and dryer rent is not paid on or before the due date, we or our agent(s) reserve the right to remove the equipment, in accordance with applicable Virginia law.

**B. Identification of Washer and Dryer.** You are entitled to exclusive use of a:

- ☒ Full Size  
☐ Stackable  
☐ Other: \_\_\_\_\_

Washer Model/Serial Number:

Dryer Model/Serial Number:

The washer/dryer set will hereinafter collectively be referred to as the "equipment." You acknowledge that you have inspected the equipment, and have found the same to be in good working condition free from any defect or mechanical issue. You further acknowledge that the equipment is for your use and in consideration of your agreement to pay washer and dryer rent. We are the owner of the equipment, and you shall not remove the equipment from the dwelling. Removal of the equipment from the dwelling without our prior written consent will constitute theft, and result in our reporting to law enforcement and pursuit of both criminal and civil penalties against you.

**C. Responsibility for Damages.** You agree to immediately report any and all repairs or maintenance needed to the equipment to us. You will be responsible for any damages to our property, or to the personal property of others, if you fail to promptly report needed repairs or maintenance, and such needed repairs or maintenance not being able to be carried out causes damage to our property, or to the personal property of others. Except as may otherwise be prohibited by law, (1) you are responsible for any damage caused by a leaking washer, and will be billed by us for such damage; (2) we are not liable for any damage caused by the equipment; (3) you agree to waive any and all claims, liabilities and actions of any nature you may ever have against us and our agents for the delivery, repair, maintenance or removal of equipment unless such claims arise from any proximately caused negligence or intentional act committed by us or our agents; and (4) you agree to indemnify and to hold us and our agents harmless from and/or for any and all damages of any nature or kind arising from your willful or negligent misuse of the equipment.

**D. Insurance.** At all times you must carry renter's insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from the equipment or other causes. The insurance must also provide coverage for any potential liability, due to your fault, for water or other damage to other units and to personal property of others. You must verify with your insurance agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

## 5. ACCESS TO WASHER AND DRYER; EMERGENCIES.

You agree to allow our agent(s) access to the dwelling and to the equipment for the purpose of delivery, repair, maintenance, replacement or removal of the equipment. You agree to make any necessary preparations, including clearing a path to the laundry closet and securing all pets. Additionally, without advanced notice, you agree to allow our agent(s) access to the dwelling and to the equipment in the event of an emergency, as provided by law.

**6. RESIDENT USE AND MAINTENANCE OF WASHER AND DRYER.** You agree to use the equipment for normal household

PURPOSE. You agree to use the equipment for normal household purposes, to use diligence in using the equipment, and to take proper care of the equipment. An equipment operations manual will be provided to you upon your request. You acknowledge that you know how to operate the equipment. You are liable to us for all damages to the equipment beyond normal wear and tear including, but not limited to, scratches, dents, dings and costs for repairs. You must pay us for all damages to the equipment upon demand. If not previously paid, we will assess the cost of equipment rent and damages to the equipment against your security deposit and/or final account upon move-out. If you remove the equipment from the dwelling, you shall pay us the actual cost of replacing the equipment.

**7. ADDITIONAL PROVISIONS.** You agree that sums and charges owed under this Addendum are additional rent. Violation of this Addendum including, but not limited to, your failure to pay monthly equipment rent is a breach of the Lease Contract, and we shall have all remedies available including termination of the Lease Contract and eviction. In addition, upon your failure to pay equipment rent, we shall have the right to remove the equipment, in accordance with applicable Virginia law. You shall remain liable for all amounts due under this Addendum until you vacate the dwelling, including holding over or month-to-month periods, and all provisions of this Addendum shall remain in full force and effect during such periods.

8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

**Resident or Residents**  
*(All residents must sign)*

*Nyeisha Ghee*

**Owner or Owner’s Representative** *(signs below)*

*Crystal Spruill*

**Date of Signing Addendum**

05/04/2023



## PACKAGE ACCEPTANCE ADDENDUM

## 1. DWELLING UNIT DESCRIPTION.

Unit No. G8, 3100 Pinetree  
**Drive**  
 \_\_\_\_\_ (street address) in  
Petersburg  
 (city), Virginia, 23803  
 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: **May 1, 2023**

Owner's name: Pinetree Apartments

Residents (*list all residents*):

Nyeisha Shquel Ghee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

#### 4. PACKAGE ACCEPTANCE.

**A. Generally.** You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

**B. Limitations.** You understand and agree that we may refuse to accept any package for any reason or no reason at all.

**5. TIME LIMITATION.** Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 0 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

**6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.** As to any package for which we sign

**RISKS AND WAIVER.** As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

**7. SEVERABILITY.** If any provision of this Addendum or the Lease Contract is illegal, invalid or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

[illegible]

**Resident or Residents**  
(All residents must sign here)

*Nyeisha Ghee*

**Owner or Owner's Representative**  
(signs here)

Crystal Spruill

**Date of Signing Addendum**

05/04/2023



## PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM

### 1. DWELLING UNIT DESCRIPTION.

Unit No. \_\_\_\_\_ **G8** \_\_\_\_\_, **3100 Pinetree**  
**Drive** \_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_  
**Petersburg**  
(city), Virginia, \_\_\_\_\_ **23803**  
(zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: **May 1, 2023**  
Owner's name: **Pinetree Apartments**

Residents (*list all residents*):

Nyeisha Shquel Ghee

Occupants (list all occupants):

EliJah Ghee, Joshua Ghee, Mark Ghee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** In accordance with Virginia Code §8.01-40, as amended, by signing this Addendum, you, without payment or other consideration, do hereby agree to grant us written permission and consent to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as “media.”

A. **Consent for Minor Occupants.** By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/ or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as “media.”

**4. PHOTO AND VIDEO RELEASE.** You hereby grant us and our agents and affiliates (collectively, the “Released Parties”) written permission, consent and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or to approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

**5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS.** You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments, and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission, consent and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

**6. RELEASE OF LIABILITY.** You hereby release, hold harmless, and forever discharge us from any claims or causes of actions including, without limitation, any and all claims for libel or violation of any right of publicity or privacy, related to our use of the media in any and all of our publications, including any website entries, advertising websites, social media websites, and any other marketing material so long as the claim or cause of action does not result from our intentional misconduct or gross negligence. This consent and release shall be binding upon you and your heirs, legal representatives and assigns.

**7. REVOCATION.** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

**8. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

[illegible]

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner’s Representative** *(signs below)*

*Nyeisha Ghee*

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*Crystal Spruill*

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**Date of Signing Addendum**

05/04/2023

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SHORT-TERM LEASE ADDENDUM

1. DWELLING UNIT DESCRIPTION.

Unit No. G8, 3100 Pinetree Drive  
Petersburg (street address) in  
(city), Virginia, 23803  
(zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: May 1, 2023  
Owner's name: Pinetree Apartments

Residents (list all residents):

Nyeisha Shquel Ghee

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. We recognize that you have special circumstances that require a short-term Lease Contract. By entering this Addendum with you, we have agreed to modify the terms of your Lease Contract to allow more flexibility in your lease term and move-out notice.

4. LEASE CONTRACT TERMS. The language of the Lease Terms paragraph of the Lease Contract is deleted in its entirety and replaced by the language in this Addendum:

The initial term of the Lease Contract begins on the 1st day of June, 2023 (year), and ends at midnight on the 31st day of May, 2024 (year).

The Lease Contract, as amended by this Addendum, does not automatically renew. The Lease Contract will terminate on the date indicated above, unless you provide us with a written request to renew or extend the Lease Contract term and we give you written or electronic approval of your request.

5. WAIVER AND MODIFICATION OF MOVE-OUT NOTICE. The language of the Move-Out Notice paragraph of the Lease Contract is deleted in its entirety and replaced by the language in this Addendum:

We agree to waive the move-out notice required to be given by you prior to the end of the Lease Contract term. As a courtesy, we request that you provide us with a written notice of your move-out date.

Resident or Residents  
(All residents must sign)

Nyeisha Ghee

Owner or Owner's Representative  
(signs below)

Crystal Spruill

Date of Signing Addendum

05/04/2023

Moving out prior to the end of the Lease Contract term will not release you from liability for the full term of the Lease Contract, any renewal term(s), and/or lease extensions. You will still be liable for the entire Lease Contract term if you move out early (Early Move-Out paragraph), except as otherwise expressly set forth in the Lease Contract.

6. SHOWING THE UNIT. We may begin showing your unit to prospective residents 30 days before your Lease Contract term ends, per the When We May Enter paragraph of the Lease Contract.

7. OTHER RIGHTS UNCHANGED. Except as otherwise expressly set forth in this Addendum, all other contractual rights and obligations of both you and us under the Lease Contract remain unchanged.

8. OBLIGATION TO VACATE. You have an obligation to vacate the dwelling at the end of the Lease Contract term. Please contact us if moving out by the end of the Lease Contract term becomes a problem for you. You may be able to extend your Lease Contract term if we have not already relet the dwelling to others. We and any successor residents who may be leasing your unit will be relying on your moving out per the Lease Contract termination date. Therefore, you may not hold over beyond such a date without our written or electronic consent—even if it means you have to make plans for temporary lodging elsewhere. You will be subject to the terms and conditions of the Lease and of Virginia Code Section 55-248.37, as amended, should you hold over.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this form:

10. SEVERABILITY. If any provision of this Addendum or Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.



**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT Myeisha Shquell Ghee	LANDLORD Pineetree Apartments	UNIT NO. & ADDRESS 3100 Pineetree Drive #G8, Petersburg, VA 23803
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This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is 06/01/2023. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

Myeisha Ghee

Tenant

05/04/2023

Date

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

Egypta M Spwill

Landlord

05/04/2023

Date

**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We Lead the Way Home

Unit. No. \_\_\_\_\_ **G8** \_\_\_\_\_ , **3100 Pinetree Drive**  
\_\_\_\_\_  
\_\_\_\_\_ (street address) in  
\_\_\_\_\_ **Petersburg** \_\_\_\_\_  
(city), Virginia, \_\_\_\_\_ **23803** \_\_\_\_\_ (zip code).

Lease Contract date: **May 1, 2023**  
Owner's name: **Pinetree Apartments**

**Nyeisha Shquel Ghee**

- Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current recreational and/or medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.

vaporized, or ignited, regardless of whether the person using or possessing said product is inhaling or is exhaling the smoke from such product. The term "tobacco" includes, but is not limited to, any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum*, which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. The term "marijuana" includes, but is not limited to, the dried leaves and flowering tops (herbal cannabis), with by-products such as hashish or hash oil. The term "marijuana" further includes, but is not limited to, the whole cannabis plant or any part of it, as well as a portion of the cannabis plant that contains high levels of tetrahydrocannabinol (THC). The term "smoking" as used herein will also refer to the use or possession of burning, lighted, vaporized, or ignited non-tobacco or non-marijuana products, if such use or possession is noxious, offensive, unsafe, unhealthy, and/or irritating to other persons.

6. By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.

[illegible]

*Nyeisha Ghee*

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*Crystal Spruill*





# Virginia Statement of Tenant Rights and Responsibilities under the Virginia Residential Landlord and Tenant Act as of July 1, 2022

This is a summary of tenants' rights and responsibilities under the Virginia Residential Landlord and Tenant Act. This summary does not modify your lease or Virginia law. A lease cannot give up a tenant's rights under the law. The information below is not intended as legal advice. Tenants with questions are encouraged to contact their local legal aid program at (866) 534-5243 or [valegalaid.org/find-legal-help](http://valegalaid.org/find-legal-help).

## Tenant Right

### Applications:

Tenants may be charged a nonrefundable application fee of no more than \$50 (not including third party costs for a background check) arefundable application deposit. If the tenant does not rent the unit, the application deposit must be returned, minus any actual costs or damages. (§55.1-1203)

### Written lease:

Under the VRLTA, a landlord is required to provide a tenant a written lease. If a landlord fails to do so, the VRLTA still protects a tenant by establishing a statutory lease between landlord and tenant for 12 months not subject to automatic renewal. (§55.1-1204)

### Disclosure:

A landlord must reveal certain information to the tenant, including any visible evidence of mold (§55.1-1215), the name and address of the owner or property manager (§55.1-1216) and notice of sale or foreclosure of the property. (§§55.1-1216, 1237).

### Security Deposit:

A landlord may require a security deposit of up to two month's rent. Within five days of move in the tenant has a right to object to anything in the move-in report. The tenant also has a right to be present at a move-out inspection, which must be made within 72 hours of delivery of possession. (§§55.1-1214, 1226)

### Receipts:

Upon request, a tenant is entitled to a written receipt of rent paid by cash or money order. Upon request, a tenant is entitled to a written statement of all charges and payments over the past 12 months. (§55.1-1204(D), (I))

### Privacy:

A landlord may not release information about a tenant without consent, except under certain conditions, which are generally when tenant information is already public. (§55.1-1209)

### Fit and Habitable Premises:

A tenant has the right to a fit and habitable rental unit in accordance with the Uniform Statewide Building Code. The landlord must make all repairs needed to keep premises fit and habitable. (§55.1-1220) To enforce the right to get repairs, a tenant must be current in rent, give the landlord written notice and wait a reasonable period. If repairs are not made, a tenant can file a Tenant's Assertion in General District Court. This must be filed no later than five days after rent is due. There is no rent withholding in Virginia, except under repair and deduct. (§55.1-1244)

### Repair and Deduct:

If an issue on the property affects life, health, safety, or seriously affects habitability, and a landlord has not begun to address it within 14 days after written notice from the tenant, the tenant may contract to have the repair done by a

licensed contractor at a cost of not more than \$1,500, or one month's rent, whichever is more. The tenant may deduct the actual cost of the repair from the rent. The tenant must send the landlord an itemized invoice and a receipt for payment to the contractor for the work, along with any payment of remaining rent owed. (§55.1-1244.1)

### **Eviction:**

A landlord may not evict a tenant without following the court eviction process. The landlord first sends a written notice and next the landlord files an unlawful detainer lawsuit. The landlord must get a court order of possession, followed by a Writ of Eviction that is served by the Sheriff. (§§55.1-1245, 1252). A tenant not getting paid due to a federal shutdown of 14 or more days can get an eviction lawsuit for nonpayment of rent postponed for 60 days. (§44-209)

### **Unlawful Exclusion, Interruption of Essential Services, and Unlivable Premises:**

A Landlord may not unlawfully exclude a tenant from the premises, interrupt an essential service, or make the unit unlivable. If this happens, the tenant may sue the landlord in General District Court and get an initial court hearing in five calendar days. At this hearing, a court may order the landlord to give the property back to the tenant, resume the essential service, or fix the conditions that make the unit unlivable. The court may also hold a second hearing 10 days after the first hearing and may find that the tenant is entitled to actual damages, statutory damages, and reasonable attorney's fees. (§55.1-1243.1)

### **Redemption (Pay & Stay):**

After an unlawful detainer lawsuit for nonpayment of rent is filed, a tenant has the right to pay to a zero balance on or before the court date and have the lawsuit dismissed. After a court issues a judgment of possession, a tenant has the right to pay to a zero balance up to 48 hours before the Sheriff's eviction and have the eviction cancelled. If the landlord has 5 or more rentals, a tenant may use these rights at any time. If the landlord has 4 or fewer rentals, the landlord may limit the tenant's use of these rights to once during the lease period if the landlord first sends a written notice. (§55.1-1250)

## **Tenant Responsibilities**

### **Rent:**

Unless the lease says otherwise, rent is due in equal payments each month on or before the first of each month. (§55.1-1204)

### **Late Fees:**

If rent is not paid on time, the tenant must pay a late fee if the lease requires one. A late fee can be no more than 10% of the monthly rent, or 10% of the unpaid balance, whichever is less. (§55.1-1204(E))

### **Insurance:**

A tenant may be required to have and pay for renter's insurance. A tenant also may be required to have and pay for damage insurance and/or a security deposit, but the total of both the damage insurance premiums and the security deposit may not exceed two months' rent. (§§55.1-1206, 1208)

### **Access:**

A tenant must allow a landlord access to the unit at reasonable times and for practical purposes, such as maintenance, inspection, or to provide services. A tenant must allow access unless the landlord's request is unreasonable. Unless impractical due to an emergency, the landlord must give 72-hours' notice of maintenance. If the tenant requests maintenance, notice is not required. (§55.1-1229)

### **Maintain Fit and Habitable Premises:**

The tenant must keep the rental unit as clean and safe as conditions allow and in accordance with the Uniform Statewide Building Code. The tenant must promptly notify the landlord of visible mold and use reasonable efforts to prevent





# Acknowledgement of Receipt of Statement of Tenant Rights and Responsibilities

moisture and mold. The tenant must promptly notify the landlord of insects or pests and must not be at fault in failing to prevent insects or pests. (§55.1-1227)

## Fair Housing:

The tenant may have a right to file a fair housing complaint if the landlord or property manager violates the Virginia Fair Housing Act. (§36-96.1 et seq)

Pinetree Apartments

In accordance with Section §55.1-1204 of the Code of Virginia, the undersigned parties hereby acknowledge that with respect to the dwelling unit known as:

#G8, 3100 Pinetree Drive, Petersburg, VA 23803

The Landlord has provided to the Tenant and the Tenant has received the Statement of Tenant Rights and Responsibilities developed by the Virginia Department of Housing and Community Development and posted on its website ([dhcd.virginia.gov/landlord-tenant-resources](https://dhcd.virginia.gov/landlord-tenant-resources)) pursuant to Section §36-139 Code of Virginia.

*Crystal Spruill*

Landlord Signature

Crystal Spruill

Printed Name

05/04/2023

Date

Landlord Agent (if applicable)

Printed Name

Date

*Nyeisha Ghee*

Tenant Signature

Nyeisha Shquell Ghee

Printed Name

05/04/2023

Date

Tenant Signature

Printed Name

Date

Tenant Signature

Printed Name

Date

Tenant Signature

Printed Name

Date

Tenant Signature

Printed Name

Date

Tenant Signature

Printed Name

Date

LANDLORD CERTIFICATION FORM

Landlord hereby certifies that on \_\_\_\_\_, all smoke alarms in the rental dwelling unit located at **#G8, 3100 Pinetree Drive, Petersburg, VA 23803**

are present, have been inspected and are in good working order. Party performing the inspection and making certification is:

- ☐ Landlord,
- ☐ Landlord’s Employee, or
- ☐ Independent Contractor of Landlord.

Party completing the Landlord Certification Form has provided a copy of such Certification to:

- ☐ Copy to Tenant
- ☐ Copy to Landlord

LANDLORD RESPONSIBILITIES:

In accordance with §55.1-1220 A (1) of the Code of Virginia, generally known as the Virginia Residential Landlord Tenant Act: the Landlord shall: “Comply with the requirements of applicable building and housing codes materially affecting health and safety.”

In accordance with §55.1-1220 A (8) of the Code of Virginia, generally known as the Virginia Residential Landlord Tenant Act: the Landlord shall: “Provide a certificate to the Tenant stating that all smoke alarms are present, have been inspected, and are in good working order no more than once every 12 months. The Landlord, his employee, or an independent contractor may perform the inspection to determine that the smoke alarm is in good working order.” Upon each such inspection, Landlord shall:

1. Test the smoke alarms of Tenant to confirm such alarms are in good working order and that batteries (if such alarms are not AC hard-wired) are not expired as per the manufacturer’s recommendations.
2. Confirm that all smoke alarms are still in the installed locations and have not been moved, removed or tampered with.
3. Replace any removed, damaged or expired smoke alarms.
4. Confirm that all smoke alarms are compliance with the uniform set of standards for maintenance of smoke alarms established in the Statewide Fire Prevention Code (§ 27-94 et seq.) and subdivision C 6 of § 36-105, Part III of the Uniform Statewide Building Code (§36-97 et seq.)

TENANT RESPONSIBILITIES:

In accordance with §55.1-1227 A (8) of the Code of Virginia, generally known as the Virginia Residential Landlord Tenant Act: The Tenant shall: “Not remove or tamper with a properly functioning smoke alarm installed by the Landlord, including removing any working batteries, so as to render the alarm inoperative. The Tenant shall maintain the smoke alarm in accordance with the uniform set of standards for maintenance of smoke alarms established in the Statewide Fire Prevention Code (§ 27-94 et seq.) and subdivision C 6 of § 36-105, Part III of the Uniform Statewide Building Code (§ 36-97 et seq.)”

1. Tenant(s) shall not remove/disconnect battery or electrical power from smoke alarm(s).
2. Tenant(s) shall report all malfunctioning smoke alarm(s) to Landlord in writing (email is acceptable).
3. Tenant(s) shall not remove nor tamper with any smoke alarms.
4. Tenant(s) shall maintain smoke alarms in good working order.

Maintenance Tips:

- Ensure nothing is blocking the sensors such as dust, debris or any personal items.
- Notify management immediately if any alarm present malfunctions or breaks.
- **NEVER** remove any batteries nor interfere with any alarms source of power.

Resident or Residents  
(All resident’s must sign here)

Nyeisha Ghee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner or Owner’s Representative  
(Signs here)

Crystal Spruill  
\_\_\_\_\_

Date of Signing Addendum

05/04/2023

DOCUMENT INFORMATION

Status	Signed
Document ID	371604277
Submitted	05/04/23
Total Pages	52
Forms Included	Apartment Lease Form, Additional Special Provisions, Inventory and Condition Form, Animal Addendum, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Addendum for Affordable Housing, Lease Contract Buy-Out Agreement, Satellite Dish or Antenna Addendum, Community Policies, Rules, & Regulations, Addendum for Rent Concession, Renter's or Liability Insurance Addendum, VHDA Tax Credit Addendum - MD 225, Intrusion Alarm Addendum, No-Smoking Addendum, Parking Addendum, Crime/ Drug Free Housing Addendum, Short-Term Subletting or Rental Prohibited, Washer and Dryer Addendum, Package Acceptance Addendum, Photo, Video, and Statement Release Addendum, Short-Term Lease Addendum, Violence Against Women Act Lease Addendum, Addendum Regarding Recreational and Medical Marijuana Use and Landlord's Commitment to Enforcement of Crime/Drug Free Housing, Virginia Statement of Tenant Rights and Responsibilities & Acknowledgement of Receipt, Smoke Detector Landlord Certification

PARTIES

**Nyeisha Ghee**  
signer key: f90df0b98f910d9e5e6cc4a613783ddb  
IP address: 174.251.135.196  
signing method: Blue Moon eSignature Services  
authentication method: eSignature by email nyeishaghee@gmail.com  
browser: Mozilla/5.0 (iPhone; CPU iPhone OS 16\_2 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) CriOS/112.0.5615.167 Mobile/15E148 Safari/604.1

*Nyeisha Ghee*

**Crystal Spruill**  
signer key: bf5a325d868512d83700bf8d5393c693  
IP address: 10.100.10.224  
signing method: Blue Moon eSignature Services  
authentication method: eSignature by email PinetreeMgr@somliving.com  
browser: PHP 7.3.29/SOAP

*Crystal Spruill*  
(Community Manager)

DOCUMENT AUDIT

1	05/03/23 04:05:08 PM CDT	Nyeisha Ghee accepted Consumer Disclosure
2	05/03/23 04:05:47 PM CDT	Nyeisha Ghee signed Apartment Lease Form
3	05/03/23 04:06:01 PM CDT	Nyeisha Ghee signed Additional Special Provisions
4	05/03/23 04:06:08 PM CDT	Nyeisha Ghee dated Additional Special Provisions
5	05/03/23 04:06:19 PM CDT	Nyeisha Ghee signed Inventory and Condition Form
6	05/03/23 04:06:30 PM CDT	Nyeisha Ghee dated Inventory and Condition Form
7	05/03/23 04:06:45 PM CDT	Nyeisha Ghee signed Animal Addendum
8	05/03/23 04:06:57 PM CDT	Nyeisha Ghee signed All-In-One Utility Addendum
9	05/03/23 04:06:59 PM CDT	Nyeisha Ghee dated All-In-One Utility Addendum
10	05/03/23 04:07:13 PM CDT	Nyeisha Ghee signed Bed Bug Addendum

11	05/03/23 04:07:21 PM CDT	Nyeisha Ghee signed Mold Information and Prevention Addendum
12	05/03/23 04:07:32 PM CDT	Nyeisha Ghee signed Addendum for Affordable Housing
13	05/03/23 04:07:34 PM CDT	Nyeisha Ghee dated Addendum for Affordable Housing
14	05/03/23 04:07:41 PM CDT	Nyeisha Ghee signed Lease Contract Buy-Out Agreement
15	05/03/23 04:07:48 PM CDT	Nyeisha Ghee signed Satellite Dish or Antenna Addendum
16	05/03/23 04:07:59 PM CDT	Nyeisha Ghee dated Community Policies, Rules, & Regulations
17	05/03/23 04:08:01 PM CDT	Nyeisha Ghee signed Community Policies, Rules, & Regulations
18	05/03/23 04:08:34 PM CDT	Nyeisha Ghee signed Addendum for Rent Concession
19	05/03/23 04:09:10 PM CDT	Nyeisha Ghee signed Renter's or Liability Insurance Addendum
20	05/03/23 04:09:22 PM CDT	Nyeisha Ghee signed VHDA Tax Credit Addendum - MD 225
21	05/03/23 04:09:33 PM CDT	Nyeisha Ghee signed Intrusion Alarm Addendum
22	05/03/23 04:09:48 PM CDT	Nyeisha Ghee signed No-Smoking Addendum
23	05/03/23 04:10:01 PM CDT	Nyeisha Ghee signed Parking Addendum
24	05/03/23 04:10:09 PM CDT	Nyeisha Ghee signed Crime/Drug Free Housing Addendum
25	05/03/23 04:10:12 PM CDT	Nyeisha Ghee dated Crime/Drug Free Housing Addendum
26	05/03/23 04:10:25 PM CDT	Nyeisha Ghee signed Short-Term Subletting or Rental Prohibited
27	05/03/23 04:11:20 PM CDT	Nyeisha Ghee signed Washer and Dryer Addendum
28	05/03/23 04:13:51 PM CDT	Nyeisha Ghee signed Package Acceptance Addendum
29	05/03/23 04:14:01 PM CDT	Nyeisha Ghee signed Photo, Video, and Statement Release Addendum
30	05/04/23 09:10:45 AM CDT	Nyeisha Ghee signed Short-Term Lease Addendum
31	05/04/23 09:11:17 AM CDT	Nyeisha Ghee signed Violence Against Women Act Lease Addendum
32	05/04/23 09:11:22 AM CDT	Nyeisha Ghee dated Violence Against Women Act Lease Addendum
33	05/04/23 09:12:25 AM CDT	Nyeisha Ghee signed Addendum Regarding Recreational and Medical Marijuana Use and Landlord's Commitment to Enforcement of Crime/Drug Free Housing
34	05/04/23 09:12:50 AM CDT	Nyeisha Ghee dated Addendum Regarding Recreational and Medical Marijuana Use and Landlord's Commitment to Enforcement of Crime/Drug Free Housing
35	05/04/23 09:13:13 AM CDT	Nyeisha Ghee signed Virginia Statement of Tenant Rights and Responsibilities & Acknowledgement of Receipt
36	05/04/23 09:13:17 AM CDT	Nyeisha Ghee dated Virginia Statement of Tenant Rights and Responsibilities & Acknowledgement of Receipt
37	05/04/23 09:13:24 AM CDT	Nyeisha Ghee signed Smoke Detector Landlord Certification
38	05/04/23 09:13:31 AM CDT	Nyeisha Ghee submitted signed documents
39	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Apartment Lease Form
40	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Additional Special Provisions
41	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Additional Special Provisions
42	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Inventory and Condition Form
43	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Inventory and Condition Form
44	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Animal Addendum
45	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Animal Addendum
46	05/04/23 01:22:33 PM CDT	Crystal Spruill dated All-In-One Utility Addendum
47	05/04/23 01:22:33 PM CDT	Crystal Spruill signed All-In-One Utility Addendum
48	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Bed Bug Addendum
49	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Bed Bug Addendum
50	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Mold Information and Prevention Addendum
51	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Addendum for Affordable Housing
52	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Addendum for Affordable Housing
53	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Lease Contract Buy-Out Agreement
54	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Satellite Dish or Antenna Addendum
55	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Community Policies, Rules, & Regulations
56	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Community Policies, Rules, & Regulations
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58	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Renter's or Liability Insurance Addendum
59	05/04/23 01:22:33 PM CDT	Crystal Spruill signed VHDA Tax Credit Addendum - MD 225
60	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Intrusion Alarm Addendum
61	05/04/23 01:22:33 PM CDT	Crystal Spruill signed No-Smoking Addendum
62	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Parking Addendum
63	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Parking Addendum
64	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Crime/Drug Free Housing Addendum
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66	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Short-Term Subletting or Rental Prohibited
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68	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Washer and Dryer Addendum
69	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Washer and Dryer Addendum
70	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Package Acceptance Addendum
71	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Package Acceptance Addendum
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74	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Short-Term Lease Addendum
75	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Short-Term Lease Addendum
76	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Violence Against Women Act Lease Addendum
77	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Violence Against Women Act Lease Addendum
78	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Addendum Regarding Recreational and Medical Marijuana Use and Landlord's Commitment to Enforcement of Crime/Drug Free Housing
79	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Addendum Regarding Recreational and Medical Marijuana Use and Landlord's Commitment to Enforcement of Crime/Drug Free Housing
80	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Virginia Statement of Tenant Rights and Responsibilities & Acknowledgement of Receipt
81	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Virginia Statement of Tenant Rights and Responsibilities & Acknowledgement of Receipt
82	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Virginia Statement of Tenant Rights and Responsibilities & Acknowledgement of Receipt
83	05/04/23 01:22:33 PM CDT	Crystal Spruill signed Smoke Detector Landlord Certification
84	05/04/23 01:22:33 PM CDT	Crystal Spruill dated Smoke Detector Landlord Certification
85	05/04/23 01:22:33 AM CDT	Crystal Spruill submitted signed documents